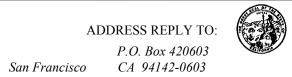
DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



SCOPE OF WORK PROVISION

FOR

FIRE SAFETY AND MISCELLANEOUS SEALING <u>ASBESTOS WORKER</u>

FIRE SAFETY TECHNICIAN – CLASS I (0-2000 HOURS) FIRE SAFETY TECHNICIAN – CLASS II (2000-4000 HOURS) FIRE SAFETY TECHNICIAN – CLASS III (4000-6000 HOURS) FIRE SAFETY TECHNICIAN – CLASS IV (6000 OR MORE HOURS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

3-5-4 #90181 S0019 204-X-18 D.B.V

May 2004 -JUNE 30, 2007

AGREEMENT

For the Fire Safety and Miscellaneous Sealing
of Pipe Sleeves and Penetrations for Southern California,
between Asbestos Workers Local 5, U.A. District Council #16,
and Industry Contractors.

PREAMBLE

The purpose of this Agreement is to provide capable and timely service to the appropriate contractors engaged in the construction, repair, rehabilitation and remodeling of all types of structures and to diminish conflicts and strife within the construction industry.

SECTION I Parties-Area of Agreement

The parties to this agreement shall be the International Brotherhood of Asbestos Workers Local 5 and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting industry, District Council No. 16 (U.A.), collectively referred to herein as "the Unions" and the Contractors doing the work covered under this agreement shall be collectively referred to herein as "the Employer."

The area of District Council No. 16 (U.A.) of this Agreement shall be the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo, Inyo, Kern, and Mono.

The area of Asbestos Workers Local 5 shall be the same as above.

Fire Safety Workers shall have the ability to travel throughout District Council #16 and Local #5 without restrictions.

SECTION II Work covered - Employer Responsibility

The work covered by this Agreement shall be the sealing of sleeves, penetrations, holes, chases, passages, or openings of any kind in concrete, metal or any other material by means of machinery, tools, and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe, conduit, tubing or any other material installed by employees of contractors in the plumbing, heating and piping industries. This Agreement may be used on all work deemed by the Fire Marshall to prohibit the spread of fire within a building.

The Employer shall furnish all tools, materials, equipment, and whatever is required to perform the work of this Agreement. The Employee shall be responsible for cleaning and care of the Employer's tools. The Employee shall return all tools, material, and equipment to the Employer upon request. The Employer shall at no time assign the work of this Agreement to any employee that is not a Fire Safety Technician or Fire Safety Journeyman through the Asbestos Workers Local 5 or the U.A.

SECTION III EMPLOYEES COVERED - JOB DESCRIPTION

The employees covered by this Agreement shall be Fire Safety Workers in four classes as follows:

- Class I Fire Safety Technician Fire Safety Worker with less than 2000 hrs. experience.
- Class II Fire Safety Technician Fire Safety Worker with more than 2000 hrs., but less than 4000 hrs. experience.
- Class III Fire Safety Technician Fire Safety Worker with more than 4000 hrs., but less than 6000 hrs. experience.
- Class IV Fire Safety Journeyman Fire Safety Worker with more than 6000 hrs. experience.

Fire Safety Technicians Class I, II, and III shall have direct supervision of a Fire Safety Technician IV. At no time shall either Class I, II, or III be allowed to work without the onsite supervision of a Class IV Fire Safety Technician. The 1st man on a